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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

LOUIS CHARLES VALDEZ,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

CASE NO. 24-CV-0159 EMC

**STIPULATED SETTLEMENT AGREEMENT
AND ~~PROPOSED~~ ORDER OF DISMISSAL**

IT IS HEREBY STIPULATED by and between the undersigned Plaintiff and the UNITED STATES OF AMERICA, as follows:

WHEREAS, Plaintiff filed the above-captioned action on January 9, 2024;

WHEREAS, Plaintiff and Defendant wish to avoid any further litigation and controversy and to settle and compromise fully any and all claims and issues that have been raised, or could have been raised, in this action, which have transpired prior to the execution of this Settlement Agreement (“Agreement”);

WHEREAS, the government has returned the 2003 Harley Davidson motorcycle, VIN 1HD1GLV323K322165, at issue in this case, and the Plaintiff has acknowledged receipt. The property

STIPULATION AND ~~PROPOSED~~ ORDER OF DISMISSAL
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1 receipt is attached as Attachment A.

2 NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and
3 other good and valuable consideration, the Parties agree as follows:

4 1. **Agreement to Compromise Claims.** The parties do hereby agree to settle and compromise
5 each and every claim of any kind, whether known or unknown, arising directly or indirectly from the
6 acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in
7 this Agreement.

8 2. **Definition of "United States of America."** As used in this Agreement, the United States of
9 America shall include its current and former agents, servants, employees, and attorneys, as well as
10 the Federal Bureau of Investigation, and/or its current and former agents, servants, employees, and
11 attorneys.

12 3. **Settlement Amount.** The United States of America agrees to the return to Plaintiff of the
13 2003 Harley Davidson motorcycle, VIN 1HD1GLV323K322165, which shall be in full settlement and
14 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature,
15 arising from, and by reason of any and all known and unknown, foreseen and unforeseen personal
16 injuries, damage to property and the consequences thereof, resulting, and to result, from the subject
17 matter of this settlement, including any claims for wrongful death, for which Plaintiff or Plaintiff's
18 guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter
19 acquire against the United States of America.

20 4. **Release.** Plaintiff and Plaintiff's guardians, heirs, executors, administrators or assigns hereby
21 agree to accept the Settlement Amount in full settlement and satisfaction of any and all claims, demands,
22 rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising
23 from, and by reason of any and all known and unknown, foreseen and unforeseen personal injuries,
24 damage to property and the consequences thereof which they may have or hereafter acquire against the
25 United States of America on account of the same subject matter that gave rise to the above-captioned
26 action, including any future claim or lawsuit of any kind or type whatsoever, whether known or
27 unknown, and whether for compensatory or exemplary damages. Plaintiff and Plaintiff's guardians,
28 heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the

United States of America from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff or Plaintiff's guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

5. **Dismissal.** In consideration of the return of the 2003 Harley Davidson motorcycle, VIN 1HD1GLV323K322165, and the other terms of this Agreement, Plaintiff agrees to the entry of the attached [Proposed] Order of Dismissal. The Order of Dismissal shall dismiss, with prejudice, all claims asserted in this action, or that could have been asserted in this action.

6. **No Admission of Liability.** This stipulation for compromise settlement is not intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, and the United States specifically denies that it is liable to the Plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

7. **Parties Bear Their Own Costs.** It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses.

8. **Attorney's Fees.** It is also understood by and among the parties that there shall be no attorneys fees.

9. **Authority.** The signatories to this Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

10. **Waiver of California Civil Code § 1542.** The provisions of California Civil Code Section 1542 are set forth below:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Plaintiff having been apprised of the statutory language of Civil Code Section 1542, and fully understanding the same, nevertheless elects to waive the benefits of any and all rights Plaintiff may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands

that, if the facts concerning Plaintiff's claim and the liability of the government for damages pertaining thereto are found hereinafter to be other than or different from the facts now believed by them to be true, the Agreement shall be and remain effective notwithstanding such material difference.

11. **Choice of Law and Venue.** This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Northern District of California.

12. **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

13. **Integration.** This instrument shall constitute the entire Agreement between the parties, and it is expressly understood and agreed that the Agreement has been freely and voluntarily entered into by the parties hereto. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Agreement. This Agreement may not be altered, modified or otherwise changed in any respect except by writing, duly executed by all of the parties or their authorized representatives.

14. **Execution in Counterparts.** It is contemplated that this Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Undersigned counsel for Defendant attests that he has authorization from Plaintiff to enter a conformed signature on this document and to file it.

DATED: May 14, 2024

/s/
LOUIS CHARLES VALDEZ
Plaintiff

ISMAIL J. RAMSEY
United States Attorney

DATED: May 14, 2024

/s/
KEVIN J. BARRY
Assistant United States Attorney
Attorney for Defendant

~~PROPOSED~~ ORDER OF DISMISSAL

Pursuant to the above stipulation and agreement of the parties, the Court ORDERS the following:

1. The United States is ORDERED to return the 2003 Harley Davidson motorcycle, VIN 1HD1GLV323K322165, to Plaintiff; and
2. This action is DISMISSED with prejudice.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: May 20, 2024


HON. EDWARD M. CHEN
United States District Judge